

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

**JOSHUA C. RICH**

**Plaintiff,**

**VS.**

**MILBANK INSURANCE COMPANY,**  
**a foreign insurance company,**

## Defendant

**CIVIL ACTION FILE NO.:**

**DEFENDANT MILBANK INSURANCE COMPANY'S**  
**NOTICE OF REMOVAL**

COMES NOW Milbank Insurance Company (hereafter “Milbank”), and files its Notice of Removal pursuant to Fed. R. Civ. P. 81(c) and 28 U.S.C. §§ 1441 and 1446(a) and (b).

1.

The Plaintiffs have filed a civil action against Milbank in the State Court of Dawson County, Georgia, Civil Action File No. 2023-CV-0164, (the “underlying action”) which is located within the Atlanta Division of the United States District Court for the Northern District of Georgia. See 28 U.S.C. § 90(a)(2).

2.

The Plaintiffs filed their Complaint in the underlying action on or about April 21, 2023. (Exhibit “A”, Complaint.) The Summons and Complaint was served on Milbank on or about May 8, 2023. (Id.)

3.

In their Complaint, Plaintiff alleges that he is “an adult resident citizen of Dawson County, Georgia.” (Ex. A, Complaint, ¶ 1.) Plaintiff further alleges that their cause of action arises out of damage to their property located at 135 Scarlett Oak Lane, Dawsonville, GA 30534 (the “Property” or the “home”). (Id. at ¶ 6.) The Plaintiff is a citizen of the State of Georgia.

4.

Milbank is an insurance company organized and existing under the laws of Iowa with its principal place of business located at 518 East Broad Street, Columbus, Ohio 43215. (See the Georgia Secretary of State website.) There is no evidence that either Plaintiff is a citizen of either Iowa or Ohio.

5.

Therefore, at the time of removal, the Complaint asserts claims by one citizen of the State of Georgia against only a non-citizen Defendant, Milbank, and there is complete diversity of citizenship.

6.

In their Complaint, Plaintiff alleges that they made a demand in the amount of \$113,460.30 prior to filing suit, an amount in controversy which exceeds \$75,000.00, exclusive of interest and costs. (Ex. A, Complaint, ¶ 13.)

7.

This is a civil action of which this Court has original jurisdiction under the provisions of 28 U.S.C. § 1332 based on complete diversity of citizenship among the parties and which may be removed to this Court pursuant to 28 U.S.C. § 1441.

8.

This Notice of Removal is filed within thirty (30) days of the date of service of the Complaint on Milbank.

9.

Defendant attaches as Exhibit “A” to this original pleading only, the entire record in the State Court of Dawson County, Georgia action.

10.

The undersigned has read this Notice of Removal, and to the best of the undersigned’s knowledge, information and belief, formed after reasonable inquiry, it is well-grounded in fact and is warranted by existing law, and it is not interposed

for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

WHEREFORE, Defendant hereby removes this action to the United States District Court for the Northern District of Georgia, Gainesville Division.

Respectfully submitted this 7th day of June 2023.

ISENBERG & HEWITT, P.C.

/s/ Hilary W. Hunter

Hilary W. Hunter

Georgia Bar No. 742696

600 Embassy Row, Suite 150

Atlanta, Georgia 30328

(770) 351-4400 Telephone

(770) 828-0100 Facsimile

**Attorney for Defendant**

**Milbank Insurance Company**

# EXHIBIT A

Sheriff Number: 23014556 Court Case Number: 2023-CV-0164  
 Date Received: 5/5/2023 Time: 9:29 AM  
 Special Service Inst:

State of Georgia  
 Gwinnett County

ATTORNEY'S ADDRESS

HAIR SHUNNARAH  
 4887 BELTFORT RD  
 STE 200  
 JACKSON, FL 32256

JOSHUA C RICH  
 PLAINTIFF  
 VS.  
 MILBANK INSURANCE COMPANY  
 DEFENDANT

NAME AND ADDRESS OF PARTY TO BE SERVED

MILBANK INSURANCE CO  
 2 SUN COURT  
 SUITE 400  
 PEACHTREE CORNERS, GA 30092

SHERIFF'S ENTRY OF SERVICE

**PERSONAL** ☐ Sex \_\_\_\_\_ Skin Color \_\_\_\_\_ Hair Color \_\_\_\_\_ Age \_\_\_\_\_ Hgt \_\_\_\_\_ Wgt \_\_\_\_\_  
 I have this day served the defendant \_\_\_\_\_ personally with a copy of the within action and summons.

**NOTORIOUS** ☐  
 I have this day served the defendant \_\_\_\_\_ by leaving a copy of the action and summons at his most notorious place in this County.

Delivered same into the hands of \_\_\_\_\_ described as follows:

SEX

SKIN COLOR

HAIR COLOR

AGE

HGT

WGT

**CORPORATION** ☒

I have this day served the \_\_\_\_\_ a corporation by leaving a copy of the within action and summons with \_\_\_\_\_ in charge of the office and place of doing business of said Corporation in this County.

**TACK AND MAIL** ☐

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

**NON EST** ☐

Diligent search made and defendant \_\_\_\_\_ not to be found in the jurisdiction of this Court.

**SPECIAL PROCESS**COMMENTS

Date: \_\_\_\_\_

Time: \_\_\_\_\_

\_\_\_\_\_  
 Deputy Sheriff

\_\_\_\_\_  
 GWINNETT COUNTY GEORGIA

**SUPERIOR COURT OF DAWSON COUNTY  
STATE OF GEORGIA**

**FILED IN OFFICE**  
CLERK OF SUPERIOR COURT  
DAWSON COUNTY, GEORGIA  
**2023-CV-0164**  
**JASON J. DEAL**  
**APR 21, 2023 01:06 PM**



Justin Power, Clerk  
Dawson County, Georgia

CIVIL ACTION NUMBER 2023-CV-0164  
Rich, Joshua C

**PLAINTIFF**

**VS.**

Milbank Insurance Company

**DEFENDANT**

**SUMMONS**

TO: MILBANK INSURANCE COMPANY

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**William Flourney**  
**HAIR SHUNNARAH TRIAL ATTORNEYS, LLC**  
**4887 Belfort Road**  
**Ste. 200**  
**Jacksonville, Florida 32256**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

**This 21st day of April, 2023.**

Clerk of Superior Court



Justin Power, Clerk  
Dawson County, Georgia

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
DAWSON COUNTY, GEORGIA  
**2023-CV-0164**  
JASON J. DEAL  
APR 21, 2023 01:06 PM

IN THE STATE COURT OF DAWSON COUNTY  
STATE OF GEORGIA

**JOSHUA C. RICH,**

**Plaintiff,**

**vs.**

**MILBANK INSURANCE COMPANY, a  
foreign insurance company,**

**Defendant.**

**Civil Action No.:**



Justin Power, Clerk  
Dawson County, Georgia

**COMPLAINT & DEMAND FOR JURY TRIAL**

COMES NOW the Plaintiff, JOSHUA C. RICH, by and through counsel, and hereby files this Complaint for breach of first party property insurance contract and bad faith denial of insurance coverage against Defendant, MILBANK INSURANCE COMPANY, and in support thereof states as follows:

**PARTIES**

1.

Plaintiff is an adult resident of Dawson County, Georgia.

2.

Upon information and belief, Defendant is a foreign insurance company, registered to transact business in, and in fact transacts business in, the State of Georgia. Defendant is in the business of insuring risks and properties located throughout the United States, including Georgia. Defendant maintains an office at 2 Sun Court, Suite 400, Peachtree Corners, GA 30092 where it may be served with process through its registered agent, Corporation Service Company, as identified by the state of Georgia Secretary of State registry.



## **JURISDICTION AND VENUE**

3.

This court has subject matter jurisdiction over this action for breach of contract and bad faith denial of insurance claim, and the Court has personal jurisdiction over Defendant because Defendant is transacting business and insuring properties in the State of Georgia and has appointed a registered agent for service of process in Georgia pursuant to O.C.G.A § 33-4-4.

4.

Venue is proper in this Court because Defendant has a registered agent doing business in Dawson County pursuant to O.G.C.A. § 33-4-1.

5.

In addition, by virtue of the express terms of the insurance policy at issue, Defendant has consented to jurisdiction and venue of this Court.

## **THE POLICY**

6.

In consideration of the premiums paid to Defendant by the Plaintiff, Defendant issued its Policy No. 1001123940 (the “Policy”). A true and accurate copy of the Policy is not in the presence of the Plaintiff and has been requested through the Plaintiff’s Production of Documents. The Policy insures against property damage to Plaintiff’s home located at 135 Scarlett Oak Lane, Dawsonville, GA 30534 (the “Property” or the “home”), and the Policy likewise insures against loss of hail damage. Specifically, the Policy provides coverage for “Dwelling including attached structures” with a deductible of \$1,000.00 per occurrence. A copy of the Policy declarations page is attached hereto as **Exhibit “A”**.

7.

The Policy covers property repairs on a full replacement cost basis for covered property. The Policy is an all-perils policy providing coverage for all sudden and accidental direct physical loss to property.

8.

The Policy covers various types of expenses including, but not limited to, additional living expenses, mitigation expenses and temporary repairs.

#### **HAIL DAMAGE TO THE INSURED PROPERTY**

9.

On or about April 24, 2021, hail caused direct physical loss to the Plaintiff's home (the "Loss"). The Policy was in effect at the time of the loss.

10.

Plaintiff promptly and timely notified Defendant of the damage to their home as a result of the hail and made a claim pursuant to their Policy. Defendant acknowledged receipt and assigned claim no. PR-00000000-361941.2956440 to the Loss (the "Claim").

11.

At all times, Plaintiff made himself and his home available to, and fully cooperated with the Defendant, including its representatives and agents, to inspect and investigate the damages caused by the hail.

12.

Defendant grossly underestimated the scope of damages sustained to Plaintiff's home as a result of the hail.

13.

As of the date of the filing of this Complaint, Plaintiff's licensed adjuster, Ally Public Adjusting, Inc., has completed a substantial amount of the work necessary to return the Property to its pre-loss condition. Roofing Resources of Georgia, retained by Ally Adjusting, calculated the total cost of repairs to the home to be \$113,460.30. A copy of Roofing Resources of Georgia's invoice is attached hereto as **Exhibit "B"**.

14.

Upon information and belief, Defendant has made prior payments under Coverage A of the Policy in the amount of \$11,558.50.

15.

Defendant failed to indemnify the Plaintiff for all damages sustained as a result of the hail which includes, but is not limited to, damage to the home.

16.

As a result of Defendant's gross underestimation, Defendant retained legal services, Mozley, Finlayson & Loggins, LLP, to issue a letter stating the money paid out to the Plaintiff was incorrect.

17.

Defendant did not act fairly and honestly toward the Plaintiff with due regard to the Plaintiff's claim when the Defendant failed to compensate the Plaintiff for their damages in direct breach of the terms and conditions of the Policy when under all of the circumstances, it could and should have done so, had it acted fairly and honestly toward the Plaintiff and with due regard for their interests.

18.

Plaintiff has fulfilled all conditions precedent and contractual obligations under the Policy prior to this lawsuit, or the same were waived.

19.

There exists a genuine, justifiable controversy between the Plaintiff and Defendant as to whether Defendant is responsible for coverage for the replacement cost of the actual physical damage to Plaintiff's home caused by the hail loss event which occurred on April 24, 2022. Plaintiff has exhausted every reasonable means possible to resolve this dispute with the Defendant. With no other option, Plaintiff was constrained to hire legal counsel, incurring additional expenses, and file this lawsuit.

20.

Plaintiff has suffered physical damage to his home in the amount of \$113,460.30, or in an amount to be determined at trial.

### **COUNT I – BREACH OF CONTRACT**

21.

Plaintiff adopts, re-alleges, and incorporates his allegations set forth in Paragraphs 1 through 20 of this Complaint as if fully set forth herein.

22.

Plaintiff has performed all conditions to the Defendant's obligation to perform under the Policy, including without limitation, the timely payment of premiums, timely notice of the claim, mitigated the property, and or the Defendant has waived any and all other conditions.

23.

Defendant is required to compensate the Plaintiff for all direct physical losses under the terms of the Policy.

24.

Despite Plaintiff's timely written demand that Defendant pay the covered losses, Defendant has frivolously and baselessly failed, and refused to fully pay Plaintiff's claim under the terms of the Policy, causing further delay in restoring Plaintiff's property to its pre-loss condition.

25.

Defendant has failed to act in good faith and fair dealing under the terms of the Policy by refusing to properly investigate and pay Plaintiff's claim according to the terms of the Policy.

26.

Defendant has used the tactic of denying compensation to the Plaintiff for their covered losses that were sustained due to the aforementioned hail loss. Further, Defendant has used the tactic of delaying payment to the Plaintiff in an effort to misrepresent the language of the Policy.

27.

As a result of the Defendant's tactic of denying and delaying Plaintiff's claim, the Plaintiff has sustained covered losses from direct physical damage to the insured home in an amount to be determined at trial.

28.

As a direct result of Defendant's breaches of its respective insurance contract, Plaintiff has been damaged and continue to suffer significant damages.

29.

All of the foregoing conduct constitutes a breach of contract that has resulted in damages to the Plaintiff.

30.

**WHEREFORE**, Plaintiff prays for this Court to enter an award, in Plaintiff's favor, for breach of contract damages, compensatory damages, attorneys' fees, pre- and post-judgment interest, and such other and further relief as the Court may deem just and proper.

## **COUNT II – BAD FAITH**

31.

Plaintiff adopts, reallege, and incorporate his allegations set forth in Paragraphs 1-30 of this Complaint as if fully set forth herein.

32.

Defendant has acted frivolously and without a reasonable basis or justification in contravention of its duty of good faith and faith dealing to achieve a proper disposition of the Plaintiff's claim.

33.

Defendant has not attempted in good faith to settle the Plaintiff's claim when, under all the circumstances it could and should have done so had it acted fairly and honestly toward the Plaintiff and with due regard for his interests, namely, but not limited to:

- (1) Knowingly misrepresenting to claimants and insureds relevant facts or policy provisions relating to coverages at issue. See O.C.G.A. § 33-6-34(1);
- (2) Failing to acknowledge with reasonable promptness pertinent communications with respect to claims arising under its policies. See O.C.G.A. § 33-6-34(2);

- (3) Failing to adopt and implement procedures for the prompt investigation and settlement of claims arising under its policies. See O.C.G.A. § 33-6-34(3);
- (4) Not attempting in good faith to effectuate prompt, fair, and equitable settlement of claims submitted in which liability has become reasonable clear. See O.C.G.A. § 33-6-34(4);
- (5) Compelling insureds or beneficiaries to institute suits to recover amounts due under its policies by offering substantially less than the amounts ultimately recovered in suits brought by them. See O.C.G.A. § 33-6-34(5);
- (6) Refusing to pay claims without conducting a reasonable investigation. See O.C.G.A. § 33-6-34(6);
- (7) When requested by the insured in writing, failing to affirm or deny coverage of claims within a reasonable time after having completed its investigation related to such claim or claims. See O.C.G.A. § 33-6-34(7); and
- (8) When requested by the insured in writing, failing in the case of claim denial or offers of compromise settlement to provide promptly a reasonable and accurate explanation of the basis for such action. In the case of claims denials, such denials shall be in writing. See O.C.G.A. § 33-6-34(10).

34.

The above and foregoing actions of Defendant give rise to a cause of action for bad faith as the Defendant has frivolously and without a reasonable basis refused to pay Plaintiff's covered loss within sixty (60) days after Plaintiff's timely written demand for payment according to O.C.G.A § 33-4-6.

35.

Defendant has frivolously and without a reasonable basis used the tactic of denying compensation to the Plaintiff for his covered loss that was sustained due to the wind and hail storm. Further, Defendant has frivolously and without a reasonable basis used the tactic of delaying payment to pay the Plaintiff in an effort to misrepresent the language of the Policy.

36.

Defendant's refusal to pay Plaintiff's covered losses was done frivolously, without a reasonable basis, and otherwise, in bad faith.

37.

Defendant's breach of the Policy it sold to the Plaintiff is in bad faith, and, pursuant to O.C.G.A. § 33-4-6, Defendant is obligated in bad faith, and, as such, Plaintiff is entitled to all damages, whether foreseeable or not, that are a direct result of Defendant's intentional failure to perform, including a penalty of an additional fifty percent (50%) of the value of the claim, attorneys' fees, and Plaintiff's consultant and expert fees.

38.

Pursuant to O.C.G.A. § 33-4-6, Defendant is obligated to pay any amounts owed to the Plaintiff within sixty (60) days of receipt of formal demand and have failed to do so. As a result of that frivolous failure – which was arbitrary, capricious, and without a reasonable basis – Defendant is liable for all amounts due under its respective policy plus fifty percent (50%), pursuant to O.C.G.A. § 33-4-6.

39.

Pursuant to O.C.G.A. § 33-6-34, Defendant owed Plaintiff a duty of good faith and fair dealing and had an affirmative duty to adjust Plaintiff's claim fairly and promptly and to make a



reasonable effort to settle claims with the insured when, under all the circumstances it could and should have done so had it acted fairly and honestly. Because Defendant has breached these duties, it is liable to Plaintiff for all damages as a result of the breach, including but not limited to those specified in O.C.G.A. § 33-4-6.

40.

Pursuant to O.C.G.A. § 33-6-34, Defendant breached its duty of good faith and fair dealing and its affirmative duty to adjust claims fairly and promptly when it failed to pay the Plaintiff when it refused to conduct a reasonable investigation of Plaintiff's claim. Moreover, such failure was arbitrary, capricious, and without probable cause.

41.

As a result, pursuant to O.C.G.A. § 33-4-6, Defendant is liable for penalties in the amount of "not more than fifty percent (50%) of the liability of the insurer for the loss, or \$5000, whichever is greater, and all reasonable attorneys' fees for the prosecution of the action against the Insurer." Plaintiff is entitled, in addition to its covered losses set forth herein, to a statutory award of reasonable attorneys' fees in prosecuting this action, along with a statutory award in an amount of fifty percent (50%) of the total compensatory damages awarded or \$5,000, whichever is greater, under O.C.G.A. § 33-4-6 for Defendant's unfair claims settlement practices and bad faith refusal to pay Plaintiff's loss claim when it could and should have done so, had it acted fairly and reasonably toward the insured.

### **COUNT III – ATTORNEY'S FEES**

42.

Plaintiff incorporates and re-alleges paragraphs 1 through 41 as if set out fully herein.

43.

Defendant has acted in bad faith and has been stubbornly and maliciously litigious and has caused Plaintiff unnecessary trouble and expense.

44.

Under the circumstances, Defendant is liable to Plaintiff for all of Plaintiff's costs and expenses of litigation, including reasonable attorney's fees pursuant to O.C.G.A. § 9-15-14, O.C.G.A. § 13-6-11.

#### **DEMAND FOR JURY TRIAL**

45.

Plaintiff requests a trial by Jury on all counts of the Complaint.

#### **PRAYER FOR RELIEF**

46.

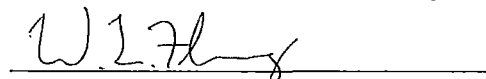
**WHEREFORE**, Plaintiff requests that after due proceedings are had, all appropriate penalties be assessed against the Defendant and that the Plaintiff receives any and all damages at law to which it is justly entitled, and thus prays for judgment against the Defendant, as follows:

- a. That this Court grant judgment in favor of the Plaintiff and against Defendant in an amount to be determined at trial for breach of insurance contract.
- b. Compensatory damages, including all damages to the Plaintiff by the Defendant and any resulting expenses and temporary repairs.
- c. Bad faith damages in an amount of fifty percent (50%) of the total compensatory damages awarded or \$5,000, whichever is greater, for Defendant's bad faith delay, denial, and its intentional, frivolous failure to conduct a reasonable investigation of the Plaintiff's claim without a reasonable basis;
- d. Plaintiff's attorneys' fees and costs of suit in this action;
- e. Plaintiff's consultant and expert fees;
- f. Pre- and post-judgment interest in the maximum amount allowed by law;
- g. All statutory penalties;
- h. Any and all applicable multipliers; and,

- i. Any and all other relief that the Court may deem just and proper, whether such relief sounds in law or equity.

Respectfully submitted this 21st day of April, 2023.

**Hair Shunnarah Trial Attorneys, LLC**



William L. Flournoy, Esq.  
Georgia Bar No.: 755135  
4887 Belfort Road, Ste. 200  
Jacksonville, Florida 32256  
Tel.: (904) 552-1006

***E-Mail for Electronic Service:***

WFEservice@hstalaw.com

***Secondary E-Mail Addresses:***

wflournoy@hstalaw.com

jdepalo@hstalaw.com

rallen@hstalaw.com



**BUSINESS RECORDS  
CERTIFICATE OF AUTHENTICITY**

I, Pamela Alberly am employed by State Auto Property & Casualty Insurance Company 518 E Broad Street Columbus, OH 43215

My official title is Care Service Associate Senior

I am familiar with the type of documents and records received created and relied upon by Milbank Insurance Company in the ordinary course of its business

The Documents and Records provided include the following  
Certified copy of policy 1001123940 03-31-21 to 03-31-22 for  
Joshua C Rich

I further certify that

- A) such records were made at or near the time of the occurrence of the matters set forth by (or from information transmitted by) a person with knowledge of those matters
- B) such records were kept in the course of a regularly conducted business activity
- C) the business activity made such records as a regular practice and
- D) if such record is not an original such record is a duplicate of the original

I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge

*Pamela Alberly*  
SIGNATURE

08-11-2021  
DATE



 **STATE AUTO**  
Insurance Companies

**Homeowners Policy**

06/07/2024

**Corporate Office**

State Auto Insurance Companies  
518 East Broad Street  
Columbus, Ohio 43215 - 3876

(614) 464-5000

**YOUR HOMEOWNERS POLICY**

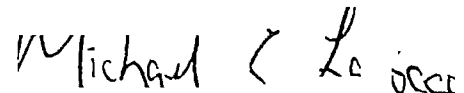
**State Auto Insurance Company**

Milbank Insurance Company

In witness whereof we have caused this policy to be signed by our Secretary and President at Columbus Ohio and countersigned on the declarations page by an authorized agent of the State Auto Insurance companies (if required by law).



Melissa A. Centers  
Secretary



Michael E. LaRocco  
President



Norton Mountain Insurance  
75 Elliott Rd Ste 100  
Dawsonville, GA 30534-8903

# New Declaration

## Homeowners Policy

Issue Date 05/31/2024

### Total Policy Premium

**\$2,420.00**

#### Named Insured

Joshua C Ricc  
135 SCARLET OAK LN  
DAWSONVILLE, GA 30534

**Policy Number**  
1001123940

**Policy Period**  
03/31/21 - 03/31/21

**Coverage is provided by  
the following State Auto Company**  
Milbank Insurance Company

The Premises covered by this policy is located at the address below. Policy Period begins 12:01 am standard time at the residence premises.

#### Insured Location:

135 SCARLET OAK LN  
DAWSONVILLE, GA 30534

**STATE AUTO**  
Insurance Companies

**StateAuto.com**

#### Questions:

Visit us at **StateAuto.com**  
or call **(800) 288-4425**  
customer service.

Contact your independent  
agent at **(770) 887-6153**

## Your Coverages

### Section I: Property Coverages

	Limit	Premium
A. Dwelling	\$445,500	\$2,325.84
B. Other Structures	\$44,550	Included
C. Personal Property	\$311,850	Included
D. Loss of Use	\$133,650	Included
Fungal Property Damage	\$10,000	Included

### Section II: Liability Coverages

	Limit	Premium
E. Personal Liability	\$500,000	Included
F. Medical Payments	\$5,000	Included
Fungal Liability	\$50,000	Included

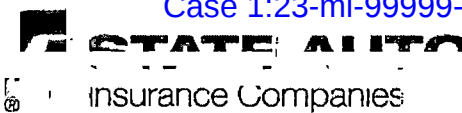
Coverage at the above described location is provided only where a limit of liability or a premium is stated.

## Additional Coverages

Coverages	Limit	Premium
HomeExtend Coverage		Included
Identity Fraud Expense Coverage		Included
Personal Injury		Included
Protection Plus: Optional Homeowner Endorsement		Included
Service Line Coverage (\$500 Deductible)	See Form for Limit	\$25.00
Water Backup and Sump Overflow - (\$1,000 Deductible)	\$10,000	\$30.00

## Your Deductibles

Deductibles	Amount
All-Peril	\$1,000



Norton Mountain Insurance  
75 Elliott Rd Ste 100  
Dawsonville, GA 30534-8903

# New Declaration

## Homeowners Policy

ISSUE DATE 05/31/2024

### Total Policy Premium

**\$2,420.00**

Named Insured

Joshua L Rice  
135 SCARLET OAK LN  
DAWSONVILLE GA 30534

Policy Number  
1001123940

Policy Period  
03/31/21 - 03/31/24

Coverage is provided by  
the following State Auto Company  
Milbank Insurance Company

The Premises covered by this policy is located at the address below. Policy Period begins 12:01 am standard time at the residence premises.

Insured Location:

135 SCARLET OAK LN  
DAWSONVILLE GA 30534

### Your Deductibles

Deductible

Windstorm or Hail

Amount

\$1,000

### Your Applied Surcharges, Taxes and Fees

STATE AUTO

StateAuto.com

Surcharges Taxes and Fees

Wood Shingle Roof

\$40.00

Total Surcharges Taxes  
and Fees

\$40.00

Total

**\$2,420.84**

Questions?

Visit us at [StateAuto.com](http://StateAuto.com)  
or call (800) 288-4425  
customer service.

Contact your independent  
agent at (770) 887-6153

### Your Applied Discounts

Advance Quote

Protective Device Credit

Prior Carrier Discount

Home Purchase Discount

### Your Policy Information

Policy type: HO3  
Construction type:  
Siding: cement fiber  
Year built: 2003

Program: Protection Plus  
Protection class: 3  
Territory: 30534

Fee: from hydrant: 500  
Mile: from fire station: 5  
Residence type: Single Family Dwelling



Insurance Companies

North Mountain Insurance  
75 Elliott Rd Ste 100  
Dawsonville, GA 30534-8903

**New Declaration****Homeowners Policy**

ISSUE DATE: 06/07/2024

**Total Policy Premium****\$24,208.11****Named Insured**

Joshua C. Rice  
135 SCARLET OAK LN  
DAWSONVILLE GA 30534

**Policy Number**

1001123940

**Policy Period**

03/31/21 - 03/31/24

Coverage is provided by  
the following State Auto Company

Milbank Insurance Company

The Premises covered by this policy is located at the address below. Policy Period begins 12:01 am standard time at the residence premises.

**Insured Location:**

135 SCARLET OAK LN  
DAWSONVILLE GA 30534

**Your Forms and Endorsements**

**STATE AUTO**  
Insurance Companies

StateAuto.com

Questions?

Visit us at StateAuto.com  
or call (800) 288-4425  
customer service.

Contact your independent  
agent at (770) 887-6153

• FI256	(01/16)	Homeowners Options Policy Cover Page
- HOP063	(10/15)	Advisory Notice To Policyholders Home-Sharing Host Services
• HOP066	(03/17)	Advisory Notice To Policyholders Home-Sharing Host Activities
- FI256A	(01/16)	Your Homeowner Policy Quick Reference
- HO0003	(05/11)	Homeowners 3- Special Form
- HO0110	(01/20)	Special Provisions Georgia
- FI0653	(02/17)	Home-Sharing Host Activities Amendatory Endorsement
• FI270GA	(01/16)	Protection Plus Coverage Endorsement
• HO0336	(05/11)	Limited Fungi, Wet or Dry Rot Or Bacteria Coverage Georgia
- FI2992	(04/19)	Service Line Coverage
- HO0416	(10/00)	Premises Alarm or Fire Protection System
• FI0420	(05/11)	Specified Additional Amount of Coverage A
• EX195	(01/16)	HomeXtended Coverage Endorsement
- FI0495	(01/14)	Water Back-Up and Sump Overflow




**New Declaration**
**Insurance Companies**
**Homeowners Policy**

**Norton Mountain Insurance**  
 75 Elliott Rd Ste 100  
 Dawsonville, GA 30534-8903

**Issue Date 05/31/2022**
**Total Policy Premium**
**\$2,420.18**
**Named Insured**

Joshua C. Rice  
 135 SCARLET OAK LN  
 DAWSONVILLE, GA 30534

**Policy Number**

1001123940

**Policy Period**

03/31/21 - 03/31/22

**Coverage is provided by  
 the following State Auto Company**

Milbank Insurance Company

The Premises covered by this policy is located at the address below. Policy Period begins 12:01 am standard time at the residence premises.

**Insured Location**

135 SCARLET OAK LN  
 DAWSONVILLE, GA 30534

## Your Forms and Endorsements

- AU611 (06/15) Special Account Deduction
- HO0455 (05/11) Identity Fraud Expense Coverage
- HO0410 (10/00) Additional Interest - Residence Premises

**STATE AUTO**  
 Insurance Companies

**StateAuto.com**

## Mortgagee, its successors and/or assigns:

**Questions?**

Visit us at **StateAuto.com**  
 or call **(800) 288-4425**  
 customer service.

Contact your independent  
 agent at **(770) 887-6153**

**LN#4820108522**  
 First Option Mortgage LLC  
 ISAOA/ATIMA  
 1100 Circle 75 Pkwy SE, Ste  
 300  
 Atlanta, GA 30335

This declaration page with policy forms and endorsements completes the Policy. This Policy will continue in force for the period indicated upon valid payment of the premium when due.

**STATE AUTO INSURANCE COMPANIES  
CORPORATE HEADQUARTERS - 518 EAST BROAD STREET  
COLUMBUS, OHIO 43215**

Date: 03/31/2021

Policy: 1001123940

Insured: Joshua Rich  
135 SCARLET OAK LN  
DAWSONVILLE GA 30534

Agent: Norton Mountain Insurance  
75 Elliott Rd Ste 100  
Dawsonville, GA 30534-8903  
(770) 887-6153

Thank you for your business! Of all the options available to you, we appreciate the fact that you chose State Auto to provide your insurance protection.

We strive to provide quality coverage and service at a fair price. It is important to note that many factors are used to develop insurance premiums. Those items include information regarding prior insurance coverage. We use a Current Carrier report from LexisNexis to verify this information.

Information shown in the Current Carrier report is adversely impacting the premium for this policy. Specifically, the report shows:

Prior Carrier:

Tenure with prior carrier is less than 6 years. (Home)

Reference number: 21048201209169 (Home)

You may request a free copy of the report by contacting:

LexisNexis  
P.O. Box 105108  
Atlanta, GA 30348-5108  
1-800-456-6004

[www.consumerdisclosure.com](http://www.consumerdisclosure.com)

It is important to note that while the above organization provided the information, they did not make the decision that affected the premium on your policy; nor would they be able to tell you the reasons why this decision was made. Nevertheless, if you would like to obtain a copy of the report to confirm its accuracy or completeness, please call or write them directly at the above number or address within the next 60 days. If there is information on the report that you feel is incorrect or incomplete, you have the right to dispute the information with the above mentioned company.

Sincerely,

Persona Lines Underwriting



## Roofing Resources of Georgia

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Assoc Member North Georgia Home Builders Assn NAHB #1685998

A BBB Accredited Business

Owens Corning Platinum Contractor # 217118

Client: Joshua Rich  
Property: 135 Scarlet Oak Ln  
Dawsonville, GA 30534

Home: (678) 517-3842

Operator: APRINCE

Estimator: Brenda Howard

Type of Estimate: Hail

Date Entered: 5/26/2021

Date Assigned:

Price List: GARO8X\_MAY21

Labor Efficiency: Restoration/Service/Remodel

Estimate: PR-3619412956440

File Number: PR-361941-2956440





## Roofing Resources of Georgia

Assoc Member North Georgia Home Builders Assn NAHB #1685998

A BBB Accredited Business

Owens Corning Platinum Contractor # 217118

PR-3619412956440

### Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Remove Wood shakes - medium (1/2") hand split	37.98 SQ	51.84	0.00	0.00	393.78	2,362.66
3. Wood shakes - medium (1/2") hand split	45.58 SQ	0.00	1,180.00	1,396.75	11,036.24	66,217.39
4. Ridge cap - wood shake shingles	149.00 LF	0.00	28.46	58.77	859.86	5,159.17
5. Wood shake/shingle starter	418.00 LF	0.00	8.95	134.09	775.04	4,650.23
6. Roofing felt - 30 lb. - double coverage/low slope additional for cascade felt application	37.98 SQ	0.00	44.05	49.07	344.42	2,066.51
7. R&R Copper valley - v-channel	118.00 LF	0.51	30.59	258.75	785.72	4,714.27
8. Remove Additional charge for high roof (2 stories or greater)	37.98 SQ	4.46	0.00	0.00	33.88	203.27
9. Additional charge for high roof (2 stories or greater)	37.98 SQ	0.00	12.40	0.00	94.20	565.15
10. Remove Additional charge for steep roof - 10/12 - 12/12 slope	37.98 SQ	18.53	0.00	0.00	140.76	844.53
11. Additional charge for steep roof - 10/12 - 12/12 slope	37.98 SQ	0.00	44.11	0.00	335.06	2,010.36
12. Step flashing - copper	110.00 LF	0.00	18.78	118.27	436.82	2,620.89
13. R&R Drip edge - copper	418.00 LF	0.28	8.62	254.81	795.00	4,770.01
14. R&R Chimney flashing - large (32" x 60") - copper	1.00 EA	21.09	792.82	43.14	171.40	1,028.45
27. R&R Copper panel - standing seam 1" - 20 oz Front porch roof	99.00 SF	0.85	19.24	122.92	422.38	2,534.21
28. Gable Cornice return - copper	6.00 EA	0.00	567.00	0.00	680.40	4,082.40
29. Gable cornice strip - copper	1.00 EA	0.00	789.00	0.00	157.80	946.80
Totals: Roof				2,436.57	17,462.76	104,776.30

### Siding

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
15. R&R Awning - Window/door - Aluminum or steel	7.00 LF	0.77	77.20	25.44	114.24	685.47
18. Seal & paint wood gable vent	1.00 EA	0.00	33.59	0.58	6.84	41.01
Totals: Siding				26.02	121.08	726.48



## Roofing Resources of Georgia

Assoc Member North Georgia Home Builders Assn NAHB #1685998

A BBB Accredited Business

Owens Corning Platinum Contractor # 217118

### Deck

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
20. Stain/finish deck	400.00 SF	0.00	0.76	7.68	62.34	374.02
21. Clean with pressure/chemical spray	400.00 SF	0.00	0.28	0.32	22.46	134.78
23. Stain/finish deck handrail	45.00 LF	0.00	5.65	5.11	51.88	311.24
Totals: Deck				13.11	136.68	820.04

### Gutters

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
24. R&R Gutter / downspout - aluminum - 6"	173.00 LF	0.43	10.78	82.62	404.38	2,426.33
26. R&R downspout - half round - aluminum - 6"	280.00 LF	0.43	12.78	182.34	776.22	4,657.36
Totals: Gutters				264.96	1,180.60	7,083.69

### Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
17. Awning labor minimum	1.00 EA	0.00	44.83	0.00	8.96	53.79
Totals: Labor Minimums Applied				0.00	8.96	53.79
<b>Line Item Totals: PR-3619412956440</b>				<b>2,740.66</b>	<b>18,910.08</b>	<b>113,460.30</b>



## Roofing Resources of Georgia

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Assoc Member North Georgia Home Builders Assn NAHB #1685998

A BBB Accredited Business

Owens Corning Platinum Contractor # 217118

### Summary

Line Item Total	91,809.56
Material Sales Tax	2,740.66
Subtotal	94,550.22
Overhead	9,455.04
Profit	9,455.04
<b>Replacement Cost Value</b>	<b>\$113,460.30</b>
Less Deductible	(1,000.00)
<b>Net Claim</b>	<b>\$112,460.30</b>

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Brenda Howard



## Roofing Resources of Georgia

Assoc Member North Georgia Home Builders Assn NAHB #1685998

A BBB Accredited Business

Owens Corning Platinum Contractor # 217118

### Recap by Category

O&P Items	Total	%
AWNINGS & PATIO COVERS	585.23	0.52%
CLEANING	112.00	0.10%
GENERAL DEMOLITION	3,324.68	2.93%
PAINTING	591.84	0.52%
ROOFING	81,752.47	72.05%
SOFFIT, FASCIA, & GUTTER	5,443.34	4.80%
O&P Items Subtotal	91,809.56	80.92%
Material Sales Tax	2,740.66	2.42%
Overhead	9,455.04	8.33%
Profit	9,455.04	8.33%
Total	113,460.30	100.00%

**LOCAL RULE 7.1 CERTIFICATE**

The undersigned counsel hereby certifies that this pleading was prepared with one of the font and point selections approved by the Court in L.R. 5.1.C. Specifically, Times New Roman was used in 14 point.

ISENBERG & HEWITT, P.C.

/s/ Hilary W. Hunter

Hilary W. Hunter

Georgia Bar No. 742696

600 Embassy Row, Suite 150

Atlanta, Georgia 30328

(770) 351-4400 Telephone

(770) 828-0100 Facsimile

**Attorney for Defendant**

**Milbank Insurance Company**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

**JOSHUA C. RICH**

**Plaintiff,**

**VS.**

**MILBANK INSURANCE COMPANY,**  
**a foreign insurance company,**

## Defendant

**CIVIL ACTION FILE NO.:**

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 7th, 2023, she electronically filed a copy of Defendant Milford Insurance Company's Notice Of Removal with the United States District Court's Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the following attorney:

William L. Flournoy  
Hair Shunnarah Trial Attorneys, LLC  
[wflournoy@hstalaw.com](mailto:wflournoy@hstalaw.com)

ISENBERG & HEWITT, P.C.

/s/ Hilary W. Hunter

Hilary W. Hunter

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770-351-4400 - O

770-828-0100 - F

**Attorney for Defendant**